

This instrument was prepared by:

HARRISON, CONWILL, HARRISON & JUSTICE  
P.O. BOX 557  
COLUMBIANA, ALABAMA 35051

TIMBER DEED

STATE OF ALABAMA )

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY )

That for and in a total consideration of Forty-Eight Thousand Five Hundred and no/100 (\$48,500.00), with said consideration being paid in two installments, the first in the amount of \$18,500.00 on the day said Timber Deed is executed and the second in the amount of \$30,000.00 during the first fifteen (15) days of January, 1985, with no vendor's lien being retained on the timber described below by virtue of the installment payments, to the undersigned grantors, JAMES M. HIRE, JR., and wife, MILDRED R. HIRE, in hand paid by KIMBERLY-CLARK CORPORATION, the receipt whereof is hereby acknowledged, we, the said JAMES H. HIRE, JR., and wife, MILDRED R. HIRE, do hereby grant, bargain, sell and convey unto the said Kimberly-Clark Corporation, all pine sawtimber and pulpwood and all hardwood sawtimber and pulpwood, from the following described property:

PARCEL I:

SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 8; NW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 17; N $\frac{1}{2}$  of NE $\frac{1}{4}$  of Section 18; NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 18, all in Township 19, Range 2 East, Shelby County, Alabama. LESS AND EXCEPT the following: Begin at the Southeast corner of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 18, Township 19 South, Range 2 East, Shelby County, Alabama, and run in a Westerly direction and along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 575.48 feet to a point; thence turn an interior angle of 91 degrees 20 minutes 40 seconds and run to the right and in a Northerly direction and parallel to the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 530.00 feet to a point; thence turn an interior angle of 88 degrees 39 minutes 20 seconds and run to the right and in an Easterly direction and parallel to the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 575.48 feet to a point on the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence turn an interior angle of 91 degrees 20 minutes 40 seconds and run to the right and in a Southerly direction and along the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 530.00 feet, more or less, to the point of beginning of the herein described parcel, containing 7.00 acres, more or less. Situated in Shelby County, Alabama.

PARCEL II

SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 17, Township 19, Range 2 East; SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 18, Township 19, Range 2 East, situated in Shelby County, Alabama, recorded in Book 256, Page 515, Office of Judge of Probate, Shelby County, Alabama.

The West  $\frac{1}{2}$  of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 18, Township 19 South, Range 2 East, as recorded in Volume 260, Page 949, in the Office of the Judge of Probate of Shelby County, Alabama, LESS AND EXCEPT the following: A tract of land in the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 18, Township 19 South, Range 2 East, Shelby County, Alabama, that is South of the South line of the Plantation Pipe Line Easement granted to Plantation Pipe Line Company. Said tract contains 4.7 acres, more or less. Situated in Shelby County, Alabama,

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together with full and free right of ingress and egress to and from said land at any and all times until the expiration of twenty-four (24) months from the date of the execution of this deed, for the purpose of cutting and removing said timber, but after said time, grantee shall have no further rights or interest in said land or timber and at the expiration of said time, said land and all uncut timber shall revert to the grantors herein.

It is understood and agreed that no line trees shall be cut. The grantee is hereby given the right to use existing private roads and has the right to build such temporary roads and other devices as may be necessary or useful to the grantee for the purpose of cutting and removing the timber, however, all roads are to be left in as good condition as at the beginning of this contract.

And we do for ourselves and for our heirs, executors and assigns covenant with the said Kimberly-Clark Corporation its successors and assigns that we are lawfully seized of said premises in fee simple; that it is free from all encumbrances and we have a good right to sell and convey said timber as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Kimberly-Clark Corporation its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and  
seals this 21st day of November, 1984.

James M. Hire, Jr.  
James M. Hire, Jr.  
Mildred R. Hire  
Mildred R. Hire

STATE OF ALABAMA )  
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and  
for said County, in said State, hereby certify that James M.  
Hire, Jr., and wife, Mildred R. Hire, whose names are signed  
to the foregoing conveyance, and who are known to me, acknowledged  
before me on this day, that being informed of the contents of  
the conveyance, they executed the same voluntarily on the day  
the same bears date.

Given under my hand and official seal this 21st day  
of November, 1984.

William R. Justice  
Notary Public

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1984 NOV 21 PM 1:15

RECORDING FEES	
Mortgage Tax	\$ <u>48.50</u>
Deed Tax	
Mineral Tax	
Recording Fee	<u>1.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>51.00</u>